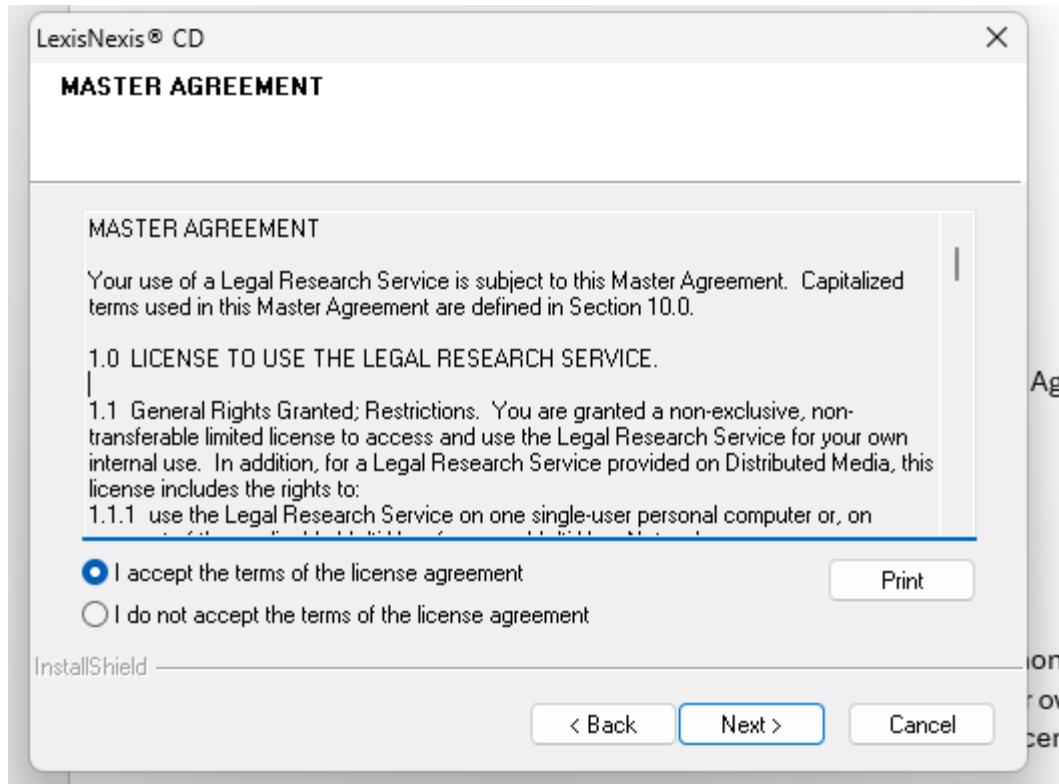


# EXHIBIT A



## MASTER AGREEMENT

Your use of a Legal Research Service is subject to this Master Agreement. Capitalized terms used in this Master Agreement are defined in Section 10.0.

### 1.0 LICENSE TO USE THE LEGAL RESEARCH SERVICE.

1.1 General Rights Granted; Restrictions. You are granted a non-exclusive, non-transferable limited license to access and use the Legal Research Service for your own internal use. In addition, for a Legal Research Service provided on Distributed Media, this license includes the rights to:

1.1.1 use the Legal Research Service on one single-user personal computer or, on payment of the applicable Multi-User fee, on a Multi-User Network;

1.1.2 transfer the physical media containing the Legal Research Service to a home personal computer of an employee of yours or another personal computer owned or controlled by you at a temporary workplace of yours; or

1.1.3 access the Legal Research Service remotely, provided that you use the Legal Research Service on only one personal computer at a time.

1.2 Permitted Uses of Materials. You may create printouts and electronic copies of an insubstantial portion of Materials retrieved from the Legal Research Service solely for use in the performance of your professional services, and you may incorporate those Materials into your work product, which you may then provide to your client, the courts, opposing counsel, and others as required for you to perform your professional services in connection with a specific client matter. You may not distribute Materials in newsletters, articles, or other documents not prepared in connection with a specific client matter unless you receive specific permission to do so in each case (you may request permission at [www.lexisnexis.com/terms/permission.asp](http://www.lexisnexis.com/terms/permission.asp)).

1.3 Legal Research Service - Restrictions on Use. Except as expressly provided in this Master Agreement or with our express written permission, you may not, nor may you permit others to:

1.3.1 copy all or any portion of the Legal Research Service; or

1.3.2 create compilations or derivative works of all or any portion of the Legal Research Service; or

1.3.3 allow anyone other than yourself, your employees, and independent contractors working solely on your behalf to use the Legal Research Service, except as provided in Section 1.5; or

1.3.4 transport the Legal Research Service outside the country in which we shipped the Legal Research Service to you without first complying with any applicable export regulations.

1.3.5 use the Legal Research Service or the Distributed Media in any manner that violates any federal, state or local laws, statutes or regulations.

1.4 Legal Research Service - Prohibited Uses. You may not, nor may you permit others to:

1.4.1 use the Legal Research Service in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of us or our Suppliers; or

1.4.2 store in a retrieval system, transfer, publish, distribute, display to others, broadcast, sell, or sublicense all or any portion of the Legal Research Service, except as expressly provided in Section 1.2; or

1.4.3 use the Legal Research Service to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

1.4.4 make any portion of the Legal Research Service available to third parties through any timesharing system, service bureau, the Internet, or any other similar technology now existing or developed in the future; or

1.4.5 remove or obscure any copyright notice or other notice or terms of use contained in the Legal Research Service; or

1.4.6 remove, disable, or defeat any functionality in the Legal Research Service designed to limit or control access to or use of the Legal Research Service; or

1.4.7 use, copy or otherwise access any Materials contained in the Legal Research Service for which you have not been licensed by us. However, if for any reason you access Materials which have not been licensed to you, this Master Agreement applies to your use of those Materials and you agree to pay all applicable charges.

1.5 Legal Research Service - Library Patrons. If you are a public or private library described in 17 U.S.C. § 108 (a) (2), you may allow your patrons to access and use the Legal Research Service and create limited printouts of Materials if you:

1.5.1 limit use to a single user personal computer under your exclusive control; and

1.5.2 do not permit the Legal Research Service to be borrowed or removed from your premises or to be accessed by modem, the Internet, or other remote access; and

1.5.3 do not permit patrons to make digital or electronic copies of all or any portion of the Legal Research Service except as an intermediate step in creating the printouts allowed under Section 1.5.5; and

1.5.4 require patrons who wish to use the Legal Research Service to agree to abide by the terms of the notice set forth Section 1.5.5 before their use of the Legal Research Service; and

1.5.5 post on or by the personal computer containing or providing access to the Legal Research Service the following notice:

"The Legal Research Service is licensed to the library for limited purposes, and its use is restricted. You, as a patron of the library, may use the Legal Research Service solely in the regular course of your legal research and related work and subject to all the limitations in the library's agreement with the provider of the Legal Research Service. You may not copy, store in a retrieval system, publish, reproduce, transfer, store or distribute the Legal Research Service, or any portion thereof, in any form except to transfer an insubstantial portion of the Materials to create printouts of the Materials solely for use in your legal research. You may not use the Legal Research Service, or any portion thereof, to develop a database, infobase, or other information service for resale or reuse."

1.5.6 promptly notify us of any unauthorized use of the Legal Research Service by patrons and cooperate fully with us in any resulting legal action.

## 2.0 OWNERSHIP RIGHTS AND PROTECTION OF INTELLECTUAL PROPERTY.

**2.1 Ownership.** The Legal Research Service and any copyrights, trademarks, patents, trade secrets, intellectual property rights, and other proprietary rights in and to the Legal Research Service are owned by us and our Suppliers, and you obtain no right, title, or interest therein.

You hereby assign to us all copyrights, intellectual property rights, and any other proprietary or property rights or interests in and to any work created in violation of this Master Agreement.

**2.2 Trade Secrets.** The technology used in the Licensed Program is a trade secret, and you will maintain any information learned about that technology as a trade secret and will not disclose that information or permit that information to be disclosed to any person or entity; however, this sentence will not restrict you from training your employees in the ordinary use of the Legal Research Service.

You will not copy, reverse engineer, decompile, disassemble, derive source code from, modify, or prepare derivative works of the Licensed Program, nor will you permit others to do so.

**3.0 UPDATES.** The Licensed Program may include systems which prevent unauthorized access to and use of the Legal Research Service. If applicable, you will not be able to access the Legal Research Service after its expiration. After the expiration of the Legal Research Service or on receipt of Distributed Media containing an updated version of the Legal Research Service, you will cease use of (uninstall the software) and destroy, or if applicable return to us, the previous or outdated Distributed Media.

#### **4.0 LIMITED WARRANTIES; DISCLAIMER.**

**4.1 Limited Warranty Regarding the Legal Research Service.** We represent and warrant to you that we have the right and authority to make the Legal Research Service available to you under the terms of this Master Agreement.

**4.2 Remedy for Breach of General Limited Warranty: Defense of Claims.** If there is a breach of warranty under Section 4.1, we will, as our sole obligation and your exclusive remedy, defend and, at our option, settle or pay the cost of any damages awarded in any action or proceeding of any kind or description based on a third party's claim of patent, trademark, service mark, copyright, or trade secret infringement, related to your use of the Legal Research Service (excluding any decisions or advice made or given as a result of the use of or reliance on the Materials) asserted against you by that third party if: (i) all use of the Legal Research Service was in accordance with this Master Agreement; (ii) the claim, cause of action, or infringement was not caused by you; (iii) we are given prompt notice of any such claim; (iv) we have the right to solely control and direct the investigation,

defense, and settlement of each such claim; and (v) you, at our expense, reasonably cooperate with us in connection with the foregoing.

If the Legal Research Service or the use of it becomes, or in our opinion is likely to become, the subject of a claim of infringement, you will permit us, at our option and expense, either (i) to procure for you the right to continue using the Legal Research Service, (ii) to replace or modify it so that it becomes non-infringing; or (iii) to terminate your use of the Legal Research Service on notice to you and grant you a pro-rata refund (based on the remaining term of your subscription, if applicable, or otherwise on a three year straight-line depreciation basis) or credit (whichever is applicable) for any pre-paid fees or fixed charges.

**4.3 Limited Warranty Regarding Distributed Media.** For twelve months after the date a unit of Distributed Media is shipped to you ("Warranty Period"), we warrant that the Distributed Media will be free of manufacturing defects and will enable you to access and use the Legal Research Service on compatible equipment and a compatible operating system.

**4.4 Remedy for Breach of Limited Warranty: Replacement of Distributed Media.** If there is a breach of warranty under Section 4.3, our sole obligation and your exclusive remedy is for us to replace the Distributed Media, if you have given us written notice of the deficiency and have returned the defective Distributed Media to us within the Warranty Period.

**4.5 Limited Warranty Regarding Use of the Legal Research Service and Distributed Media.** You hereby represent and warrant that all use of the Legal Research Service and Distributed Media will comply with the terms and conditions set forth herein and all federal, state and local laws, statutes, rules and regulations.

**4.6 Remedy for Breach of Limited Warranty.** If there is a breach of warranty under Section 4.5 you will, as your sole obligation and our exclusive remedy, defend and, at your option, settle or pay the cost of any damages awarded in any action or proceeding of any kind or description asserted against us by any third party if: (i) the claim, cause of action or damages were not caused by us; (ii) you are given prompt notices of any such claim; (iii) you have the right to solely control and direct the investigation, defense, and settlement of each such claim; and (iv) we, at your expense, reasonably cooperate with you in connection with the foregoing.

**4.7 Warranty Limitation.** We will have no responsibility to you under this Section 4.0 with respect to:

4.7.1 any use of the Legal Research Service or Distributed Media in a manner not authorized by this Master Agreement; or

4.7.2 abuse or modification of the Legal Research Service or Distributed Media by you.

4.8 General Disclaimer. EXCEPT AS EXPRESSLY STATED IN SECTIONS 4.1 AND 4.3 ABOVE, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL RESEARCH SERVICE, THE ACCURACY OR THE COMPLETENESS OF THE MATERIALS, OR THE DISTRIBUTED MEDIA; THE LEGAL RESEARCH SERVICE, MATERIALS, AND DISTRIBUTED MEDIA ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

## 5.0 REMEDY AND LIABILITY LIMITATIONS.

5.1 CONSEQUENTIAL DAMAGES DISCLAIMER. UNDER NO CIRCUMSTANCES WILL WE OR ANY RELATED PARTY OR SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

5.2 LIABILITY DISCLAIMER. Neither we nor any Related Party or Supplier will be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Legal Research Service or any Materials available or not included therein, (b) the unavailability or interruption of the Legal Research Service, (c) your use of the Legal Research Service (regardless of whether you received assistance from our employees or agents in using the Legal Research Service), (d) your use of any equipment in connection with the Legal Research Service, or (e) the content of any Materials.

5.3 LIABILITY AND REMEDY LIMITATION. The aggregate liability of us and all Related Parties and Suppliers for any claim arising out of or in connection with these terms and conditions or the use of the Legal Research Service or Materials will be limited as follows:

5.3.1 for a breach of warranty claim under Section 4.1, the remedy set forth in Section 4.2;

5.3.2 for a breach of warranty claim under Section 4.3, the remedy set forth in Section 4.4;

5.3.3 for any claims for which a remedy is not specified, the amount of fees you paid for the Legal Research Service that is the subject of the claim during the 12 month period immediately preceding the date the cause of action arose; and,

5.3.4 if (a) a limited remedy fails of its essential purpose or is otherwise found to be unenforceable or (b) any disclaimer of warranty or liability or limitation of liability is found to be unenforceable, the

amount of fees you paid for the Legal Research Service that is the subject of the claim during the 12 month period immediately preceding the date the cause of action arose.

Your right to the specified remedy or, if applicable, monetary damages as set forth in this Section 5.3 is in lieu of all other remedies which you may have against us, any Related Party, or Supplier.

**6.0 CHANGES TO THE AGREEMENT.** We may amend the Agreement from time to time. Changes to charges and payment terms are effective 30 days after written notice to you; all other changes are effective immediately on written to you. You may terminate the Agreement immediately on written notice to us if any such change is unacceptable to you. Your continued use of the Legal Research Service after notice to you of a change will constitute your acceptance of the change.

**7.0 COPYRIGHT.** Notwithstanding any copyright notices to the contrary, no copyright is claimed in the text of statutes, regulations, or court opinions quoted or reproduced in the Materials.

**8.0 PROFESSIONAL RESPONSIBILITY.** The LexisNexis Companies are not engaged in the practice of law. The Legal Research Service does not constitute or contain legal advice and is not intended to be a substitute for the exercise of your professional judgment.

**9.0 MISCELLANEOUS.**

**9.1 Term; Termination.** We may suspend or discontinue providing the Legal Research Service to you without notice and pursue any other remedy legally available to us if we have reason to believe that you have failed to comply with any of your obligations under the Agreement. Except as otherwise provided in the Agreement, in that event you will not be entitled to a refund of any fee paid or any credit on amounts invoiced.

**9.2 Obligations on Termination.** On the termination, cancellation, or expiration of the Agreement for any reason and by either party, you agree to cease all use of the Legal Research Service, return or destroy all Distributed Media and delete electronic or magnetic copies of the Distributed Media and purge all downloaded (machine-readable/electronic) Materials.

**9.3 Limitation on Actions.** You may not assert any claim or cause of action against us arising out of or in connection with the Agreement, your use of the Legal Research Service, or the Distributed Media more than 18 months after the date the claim or cause of action arose.

9.4 Notices. All notices and other communications under the Agreement must be in writing. Notices will be deemed given on the date deposited in the U.S. mail, if mailed; or on the date received, if delivered in any other manner. Notices to us must be sent to your LexisNexis Company sales representative with a copy to: LexisNexis, Attn: Legal Dept., Customer Contract Notices, 9443 Springboro Pike, Miamisburg, OH 45342.

9.5 Assignment. You may not assign your rights or delegate your duties without prior written consent from us.

9.6 Failure to Enforce. The failure of either party to enforce any provision of the Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

9.7 Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the law that might otherwise apply under applicable principles of conflicts of law.

9.8 Force Majeure. We will not be liable or be deemed to be in default for any delay or failure in performance or interruption of the Legal Research Service resulting directly or indirectly from any cause beyond our reasonable control.

9.9 Survival. Sections 1.0, 2.0, 4.0, 5.0, 9.2, 9.3, and 9.7 and any accrued but unpaid financial obligations will survive termination or expiration of the Agreement.

## 10.0 DEFINITIONS.

10.1 "Agreement" means this Master Agreement together with the Order Form.

10.2 "Distributed Media" means the floppy disc, CD-ROM, DVD-ROM, external hard drive, or other physical media now existing or developed in the future on which we furnish the Legal Research Service.

10.3 "Legal Research Service" means, as applicable, (i) the Licensed Program, Materials, updates made available on Distributed Media or online, and related documentation, whether in print or electronic form, or (ii) the LexisNexis Matthew Bender Online service available at [www.bender.com](http://www.bender.com).

For purposes of this Agreement, "Legal Research Service" does not include other LexisNexis Company online services such as LexisNexis at [www.lexis.com](http://www.lexis.com) or Nexis at [www.nexis.com](http://www.nexis.com).

10.4 "LexisNexis Company" means LexisNexis, a division of Reed Elsevier Inc., Matthew Bender & Company, Inc., or any company that may become affiliated with them.

10.5 "Licensed Program" means the computer programs, control information and related software that provide access to the Materials.

10.6 "Materials" means the information contained in the Legal Research Service.

10.7 "Multi-User Network" means a computer system and network under your exclusive control on which multiple users may access the Legal Research Service concurrently.

10.8 "Order Form" means the document specifying the Legal Research Service you ordered from us, the applicable charges, and any related terms and conditions.

10.9 "Related Party" means any officer, director, employee, subcontractor, agent, successor or assign of the applicable LexisNexis Company, or any company affiliated with the applicable LexisNexis Company.

10.10 "Supplier" means a third party supplier of Materials, Licensed Programs, or Distributed Media.

10.11 "us" or "we" means the applicable LexisNexis Company.

10.12 "you" or "your" means the person or entity indicated on the signature page of the Order Form, the person or entity on whose behalf a click-through version of this Master Agreement is accepted, or any other person or entity that accesses or uses the Legal Research Service.